

Bid Document



GUJARAT INFORMATICS LIMITED
Block No. 2, 2nd Floor, Karmayogi Bhavan,
Sector-10 A, Gandhinagar 382 010
Phone No: 079 - 23256022

**Bid for Selection of an Agency for Establishing
of Central Storage Systems for NLE & Video
Archival Library on behalf of Directorate of
Information, Government of Gujarat
(Tender No. HWT241219599)**

Pre-bid Meeting: 02.01.2020 at 1500 hours

Last Date of Submission of Bid: 22.01.2020 till 1500 hours

Last Date of Submission of Bid Processing Fees & EMD: 22.01.2020 till 1500 hours

Date of Opening of Technical Bid: 22.01.2020 on 1700 hours

Bid Processing Fee: Rs. 17,700/-

Gujarat Informatics Limited (herein after referred to as GIL), on behalf of Directorate of Information, Government of Gujarat (herein after referred to as the Purchasers) for the requirements of Establishment of Central Storage Systems for NLE & Digital Management Video Library, intend to invite your bid for Selection of an Agency for Establishing of Central Storage Systems for NLE & Digital Management Video Library on behalf of Directorate of Information, Government of Gujarat. (Tender No. HWT241219599).

The selected agency will have to carry out the Delivery, Installation, Integration with existing setup, testing and provide Support for the supplied hardware & software for the contract period and provide training as per the scope defined in this bid.

Gujarat Informatics Limited, on behalf of Directorate of Information, Government of Gujarat has published this bid for ***"Selection of an Agency for Establishing of Central Storage Systems for NLE & Video Archival Library on behalf of Directorate of Information, Government of Gujarat."*** GIL invites your bid for the same.

Proposals are hereby called from the Bidders having the capability for Supply of

Proposal in the form of BID are requested for the items/services in complete accordance with the documents to be uploaded as per following guidelines.

Bidder shall submit their bids on <https://www.gil.nprocure.com>.

The bidder will have to submit **Nonrefundable Bid Processing Fees of Rs. 17,700/- & Earnest Money Deposit (E.M.D.) of Rs. 3,00,000/- (Refundable)** on or before date & hours of submission of bid in a sealed cover at GIL office with the heading **"Bid processing Fees & EMD for E-tender no HWT241219599 for Selection of an Agency for Establishing of Central Storage Systems for NLE & Video Archival Library on behalf of Directorate of Information, Government of Gujarat."**

- **Bid processing fees** must be in the form of **Demand Draft** in the name of **"Gujarat Informatics Ltd."** payable at Gandhinagar along with the covering letter.
- **EMD** as mentioned above, shall be submitted in the form of Demand Draft **OR** in the form of an unconditional Bank Guarantee (**which should be valid for 9 months from the last date of bid submission**) of any Nationalized Bank including the public sector bank or Private Sector Banks or Commercial Banks or Co-Operative Banks and Rural Banks (operating in India having branch at Ahmedabad/ Gandhinagar) as per the G.R. no. EMD/10/2018/18/DMO dated 16.04.2018 (http://www.gil.gujarat.gov.in/grs/DMO_2173_16_Apr_2018_714.pdf) issued by Finance Department or further instruction issued by Finance department time to time; in the name of "Gujarat Informatics Ltd." payable at Gandhinagar (as per prescribed format given at Annexure-A) and must be submitted along with the covering letter.

Please affix the stamp of your company on the overleaf of demand draft.

Note: Failing to submit physical covers of EMD and Bid Processing Fees at GIL on or before the last date & time of submission as given in this bid, may lead to the rejection of the bid.

The Bid Processing Fees & EMD Section and Eligibility Section will be opened on the specified date & time in the presence of the committee members and representatives of the bidders who choose to attend. The representative will be held responsible for all commitments made on behalf of the bidder and that will be considered valid for all further dealings related to this tender process.

Once quoted, the bidder shall not make any subsequent price changes, whether resulting or arising out of any technical/commercial clarifications sought regarding the bid, even if any deviation or exclusion may be specifically stated in the bid. Such price changes shall render the bid liable for rejection.

Bidder shall quote the prices of product & services as mentioned valid for 180 days from the date of financial bid opening.

In addition to this bid, the following sections uploaded are part of Bid Documents.

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The summary of various activities with regard to this invitation of bids are listed in the table below:

1	Bid Reference Number	Tender No. HWT241219599
2	Date of Pre-Bid Meeting	02.01.2020 on 1500 hours
3	Venue of Pre-Bid Meeting	Gujarat Informatics Limited Block No. 2, 2 nd Floor, Karmayogi Bhavan, Sector-10A, Gandhinagar 382 010
4	Last Date & Time for Submission of Bids electronically on https://www.gil.nprocure.com	22.01.2020 till 1500 hours
5	Date & Time of Opening of Bids (Un-priced Bids)	22.01.2020 at 1700 hours
6	Date & Time of Opening of Commercial Stage	Will be intimated to the qualified bidders at a later date.
7	Venue of Opening of Bids	Gujarat Informatics Limited Block No. 2, 2 nd Floor, Karmayogi Bhavan, Sector-10A, Gandhinagar 382 010
8	Bid Processing Fees (Non-refundable)	Rs. 17,700/-
9	Earnest Money Deposit (E.M.D.)	Rs. 3,00,000/-
10	GIL Contact Person	DGM (Tech.), GIL

Note: Please specify Tender Number in all your correspondence.

SECTION 1

Eligibility Criteria for the Bidder:

1. The bidder should have an average turnover of Rs. 5 Crore (Minimum) of last three financial years as on 31.03.2019. The copies of Audited Annual Accounts/Balance Sheet along with Profit & Loss Account and CA Certified Statement for last three financial years shall be attached along with the bid. In case, the Audited Annual Accounts is not available for the year 2018-19 then CA Certificate regarding turnover will be considered. **(Form no. E-1)**
2. The bidder must have one office in Gujarat. Please upload the copies of any two of the following: Property Tax Bill of last year / Electricity Bills of last one year / Telephone Bills of last one year / VAT/CST/GST Registration / Valid Lease Agreement. **(Form no. E-2). In case, bidder does not have office in Gujarat, bidder should give undertaking to open office in Gujarat within 45 days from the date of purchase order.**
3. The bidder must have experience and should have executed the work of minimum of Rs. 2 Crore for Supply, Installation & Implementation Server, Storage & Backup/Archival Solution **OR** similar setup of Non Linear Editing Workstations & Video Storage/Archival System during last five years as on bid submission date. The copies of Customer references & Purchase orders with customer certificates must be attached along with the bid. **(Form no. E-3)**
4. The bidder should have a back-end support agreement/arrangement for services with the Original Equipment Manufacturers (OEMs) which includes the post-sales support activities for the entire project period. The OEM Authorization letter should be submitted to quote the bid **(Form no. E-4)**.
5. No consortium will be allowed. The bidder must meet all the eligibility criteria by self. Bidders undertaking should be submitted.
6. Bidder should not be under the effect of blacklisting/debarment by any Ministry of Government of India or by any State Government of any other State in India or by Government of Gujarat or any of the Government PSUs at the time of bidding. Self-Declaration / Certificate / Affidavit mentioning the same should be submitted by the Bidder.

Note:

1. All the details and the supportive documents for the above mentioned items should be uploaded in eligibility section in the bid.
2. Bidders who wish to participate in this bid will have to register on <https://gil.nprocure.com>. Further bidders who wish to participate in online bids will have to procure Digital Certificate as per Information Technology Act 2000 using which they can sign their electronic bids. Bidders can procure the same from (n) code solutions – a division of GNFC Ltd., or any other agency licensed by Controller of Certifying Authority, Govt. of India. Bidders who already have a valid Digital Certificate need not procure a new Digital Certificate.

SECTION 2

Scope of Work

Scope of Work for Central Storage System for NLE & Video Archival Library:

Directorate of Information is in requirements of establishment of “Central Storage Systems for NLE & Digital Management Video Library”.

The bidder will have to supply and install the entire system and integrate the same with the existing setup enabling smooth and uninterrupted operations of Directorate of Information at Gandhinagar situated at following location:

Office of the Director of Information

Electronic Media Bhavan, Near Vidya Library,
Sector 16, Gandhinagar

Directorate of Information has Studio and Post production facility at above mentioned address. Directorate of Information has approximately 5,000 hours of Video / Audio in current system. And in next one-year time they expect to have total of 8,000 Hours of Footage. Most of these footages are reused on regular basis and since it is valuable assets, it has to be archived for longer duration.

Description of Important components of Existing Setup:

- 96 TB SAN Storage. Two Infotrend ESDS S24F-R2851 24 bay Storage boxes. Each with 24 x 2 TB HDDs. Total 96 TB RAW capacity. 8 Gbps Fiber Channel interface.
- Qlogic 5800V FC Switch.
- Tiger Technology SAN Management Software (1 x MDC + 4 x SAN Clients).
- Server for SAN Management software and Media Asset Management (MAM) Software.
- Three Supermicro NLE Workstations with Video I/O card and Adobe CS6 Software suite.
- IBM TS3200 Tape Library with 2 x LTO-5 Drives and 48 x LTO-5 media.
- Empress media eMAM Vault MAM Software with Atempo ADA HSM Software.
- Archival Server for HSM.
- Two Workstations for Video Ingest.
- Network Infrastructure. Gigabit switches, 19” Rack with KVM, UPS, Cables and all other accessories.
- Above solution was implemented in October 2013 with 3 years warranty. Then 2 Years AMC was taken. Currently entire setup is not under AMC.

Directorate of Information are proposing three new post production Workstations (now referred as NLE) as their existing workstation are not fast enough for editing in Full HD/4K format.

Directorate of Information will also use existing setup as mentioned above. The proposed system needs to be integrated with existing Hardware and Software setup.

Directorate of Information regularly use the above mentioned setup in post-production for creating Documentary. Searching footage in different video tapes and re-capture requires lot of time. So to improve the productivity they digitize all footage and keep it always online in SAN (Storage Area Network) with large storage capacity. The SAN is interconnected with all NLE systems and allow shared editing, Project portability, and provide high throughput which is required for multi layered Video/Audio editing. After Digitization, SAN is delivering a “Tape – Less” workflow independent of any tape format.

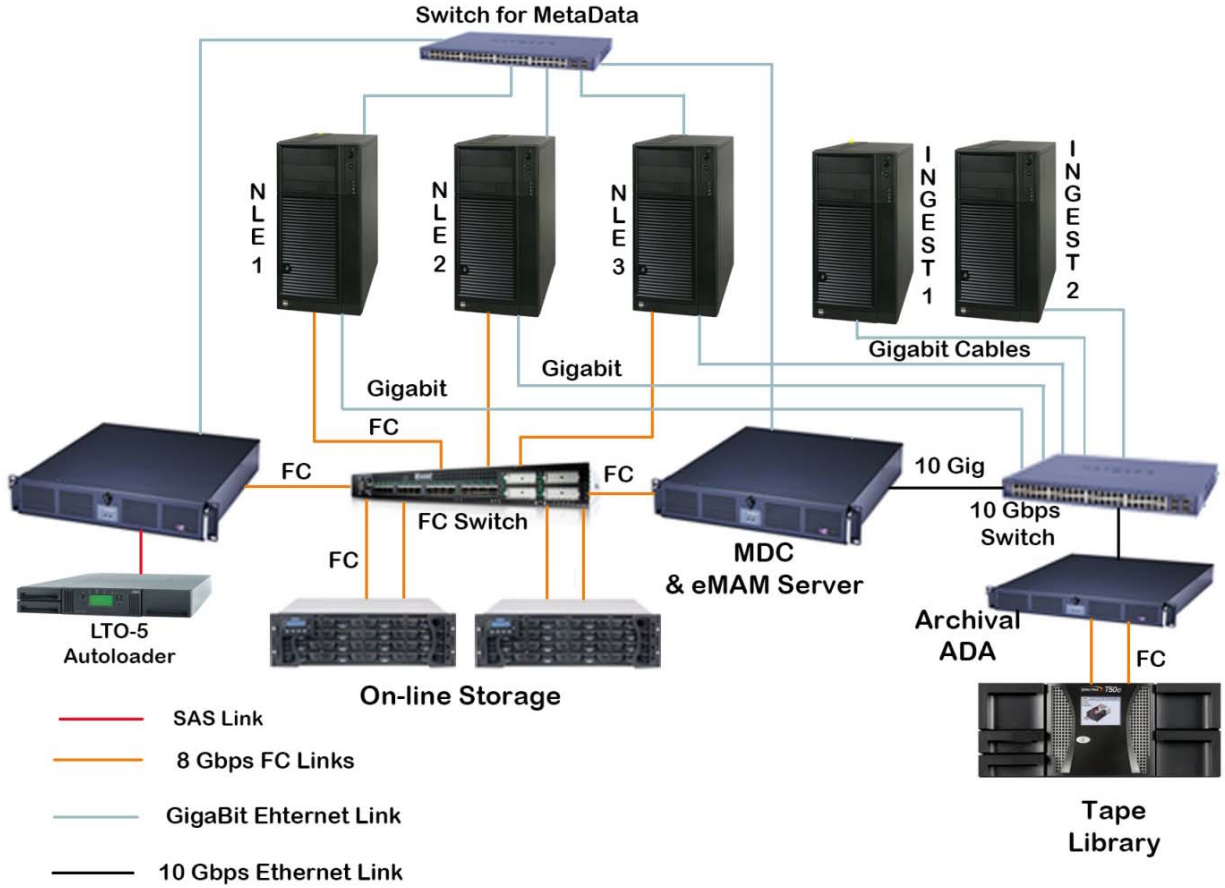
And to preserve final program output and other precious raw content for longer duration, they have established **Tape Library Archival System & Digital Media Asset Management** (Now referred as DAM in this document) is implemented for proper management of this content like Tagging, Archiving, searching and browsing.

Successful bidder will have to supply & install and provide the below services:

- Non Linear Video Editing Workstations with Adobe CC Software Suite and Video I/O.
- New 320 TB SAN Storage with required SAN Management Software.
- Server for SAN Management Software and MAM Software.
- Tape Library with Two LTO-8 drives and minimum 24 slots. 24 x LTO-8 media. (288 TB Archival Capacity).
- Archival Server for HSM.
- Network Infrastructure. 19" Rack with KVM, UPS, Cables and all other accessories.
- Services for migrating data from Existing Tape library to New Tape Library.
- Services for migrating Existing MAM (Media Asset Management) database and applications from existing MAM/Archival Server to new MAM/Archival Server.
- Directorate of Information will continue using existing Storage, NLEs and Ingest system. Successful bidder may have to move NLEs and Capture Systems to different room with-in same premises. It will be responsibility of successful bidder to take care of cabling and re-installation at different room.
- Interconnection & configuration between new and existing setup should be done in such a way that all systems of new setup can access old storage and all systems of old setup can access new storage.

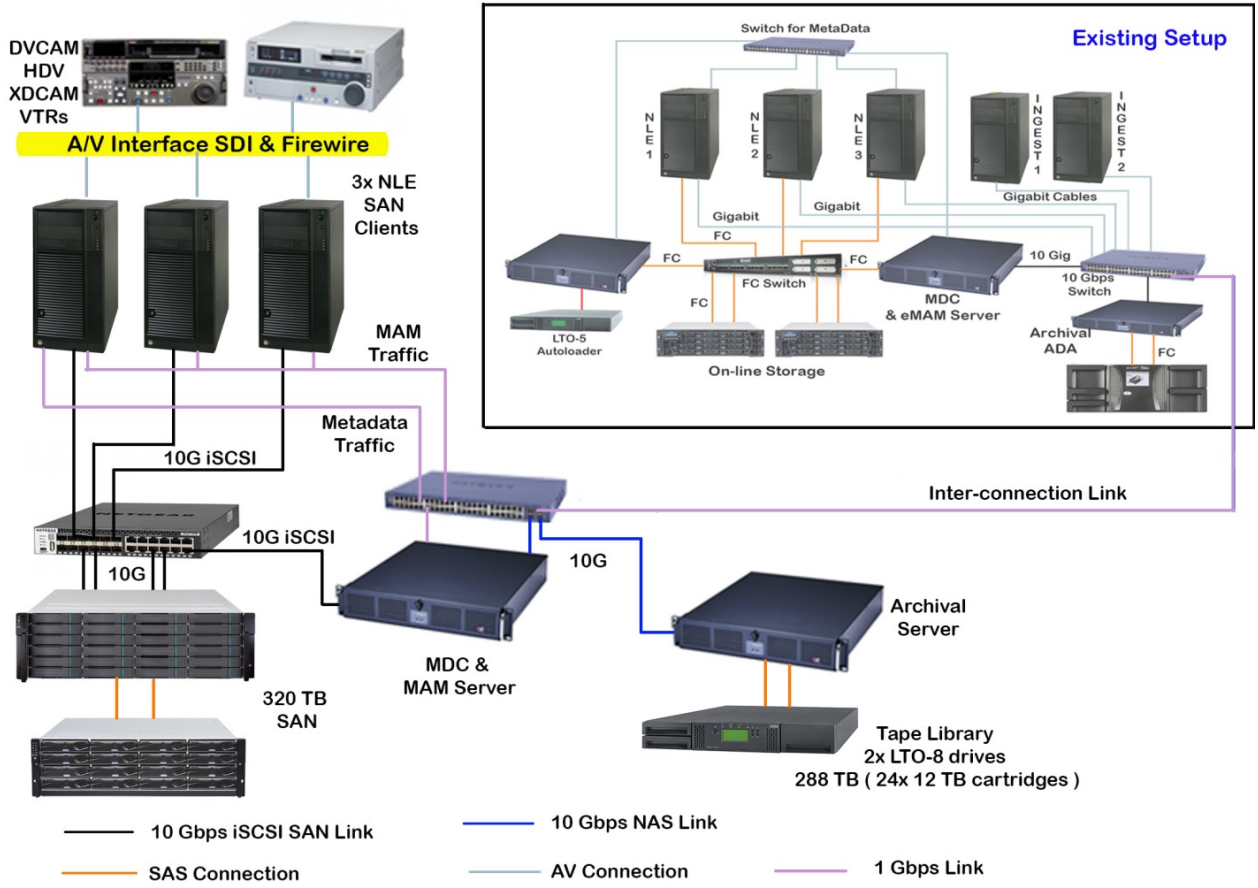
Workflow Diagram

Existing Workflow:



Suggested New Workflow:

Workflow shows expected connectivity of new setup and Connectivity with existing Setup. Bidder may suggest better workflow / Connectivity.



Overall sustain data throughput requirement of SAN:

System Description	Qty of System
New NLE Systems: Each NLE systems must be able to playback at least 5 Video layers of SD/HD 50 Mbps format and 3 layers of 16 bit 48K Audio streams.	3
Data Transfer to / from Tape Library LTO-8 Transfer rate is 360 MB/Sec. We are considering 225 MB/Sec per drive as expected performance when both drives are simultaneously accessed.	2 x LTO-8 drives
Data Transfer from existing 3x NLEs & 2x Ingest systems Assuming file push/pull from any three systems at a time.	3 files push / pull
Looking at above requirement, we propose Storage with minimum 800 MB/Sec throughput. This throughput should achievable even when storage is 75% full.	

Un-priced Bill of Material

Sr. No.	Item Description	Qty.
1	320 TB Storage Infrastructure	1 Set
2	SAN Management Software	1 Set
3	Network Switches	
3.a	24 Port 1G Layer 3 Switch	1
3.b	16 port 10G Layer 3 Switch	1
4	Server for SAN/MAM Application	1
5	NLE Workstation	3 Set
6	Adobe Editing Software suite	3 Set
7	Archival Server	1
8	Tape Library with Media	1 Set
9	Existing Software support and Other Services	1 Set
10	Rack and other accessories: KVM and UPS	
10.a	19" Rack with accessories	1
10.b	19" Rack-mountable 17" LCD KVM console	1
10.c	7.5 KVA On-line UPS with Isolation Transformer	1
10.d	VRLA type sealed maintenance free Batteries for 1 Hour backup	1 Set
10.e	1 KVA UPS with In-built batteries with 15 minutes backup for NLE Workstations.	3
10.f	Cables as mentioned in RFP	1 Set
11	On-site delivery, Installation, Training and 3 years on-site warranty and Technical support.	1 Set
12	4 th to 6 th Year (3 Year) on site CAMC for all hardware and all software support subscription.	1 Set

SECTION 3

General Terms & Conditions:

1. The last date of submission of bid on the website <https://gil.nprocure.com> is **22.01.2020 up to 1500 Hrs.** No physical bids will be accepted.
2. The bid is non-transferable.
3. The Bidder may quote only one option (i.e. only one product can be quoted) against each item. Bidders are required to mention make & model of the product. (Do not write “OEM” against items, unless specified, as bidders are expected to give make & model of the product).
4. The successful bidder will have to supply, install, commissioning, integrate with existing setup, testing and provide support for the supplied hardware & software for the contract period and provide training as per the scope.
5. If in any case, the quoted Item is not available in the market, the bidder will have to supply Higher Version/replacement of that Item in the quoted cost in the same time duration with prior approval of GIL/Purchaser. No “End of Life / End of Support” product should be quoted to minimize such instances. (Make & Model quoted by the bidder should be available till the bid validity, duly supported for spares/OEM support for warranty period).
6. The Bidder shall bear all the costs associated with the preparation and submission of its bid, and GIL in no case will be responsible or liable for these costs, regardless of conduct or outcome of bidding process.
7. Technical specifications indicated are minimum specification. Bidder may quote for better solution. The bidder should provide following with the technical bid:
 - Make & Model Number
 - Name of Manufacturer
 - Technical Literature / Manufacturer’s Data Sheet.
 - Compliance statement from the OEM of the product (with duly signed and stamped)
8. The bidder has to upload the compliance letter on its letter head duly signed by the authorized signature & other supporting documents as asked for in the bid in scanned format. Failing to submit the same or non-compliance/deviation from any bid terms and conditions, eligibility criteria or technical specifications may result in rejection of the bid.
9. The Bidder has to examine all instructions, forms, terms, conditions and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder’s risk and may result in rejection of its bid.
10. Amendment of Bidding Documents (Corrigendum)
 - 10.1. At any time prior to the deadline for submission of bids, GIL may, for any reason, whether its own initiative or in response to the clarification request by a prospective bidder, modify the bidding documents.
 - 10.2. The corrigendum will be published on website <https://gil.nprocure.com> & www.gil.gujarat.gov.in.
 - 10.3. In order to allow prospective bidders reasonable time to take into consideration the amendments while preparing their bids GIL, at its discretion, may extend the deadline for the submission of bids.
11. Bid Currency - Prices shall be quoted in Indian Rupees only. Payment for the supply of equipments as specified in the agreement shall be made in Indian Rupees only.
12. **Language of Bid:** The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and GOG / GIL shall be in English. Supporting documents and printed literature furnished by the bidder may be in another language provided they are accompanied by an accurate translation of the relevant pages in English. For purposes of interpretation of the bid, the translation shall govern.

13. The bidder will have to submit **Nonrefundable Bid Processing Fees of Rs. 17,700/- & Earnest Money Deposit (E.M.D.) of Rs. 3,00,000/- (Refundable)** on or before date & hours of submission of bid in a sealed cover at GIL office with the heading **“Bid processing Fees & EMD for E-tender no HWT241219599 for Selection of an Agency for Establishing of Central Storage Systems for NLE & Video Archival Library on behalf of Directorate of Information, Government of Gujarat.”**

- **Bid processing fees** must be in the form of **Demand Draft** in the name of **“Gujarat Informatics Ltd.”** payable at Gandhinagar along with the covering letter.
- **EMD** as mentioned above, shall be submitted in the form of Demand Draft **OR** in the form of an unconditional Bank Guarantee (**which should be valid for 9 months from the last date of bid submission**) of any Nationalized Bank including the public sector bank or Private Sector Banks or Commercial Banks or Co-Operative Banks and Rural Banks (operating in India having branch at Ahmedabad/ Gandhinagar) as per the G.R. no. EMD/10/2018/18/DMO dated 16.04.2018 (http://www.gil.gujarat.gov.in/grs/DMO_2173_16_Apr_2018_714.pdf) issued by Finance Department or further instruction issued by Finance department time to time; in the name of “Gujarat Informatics Ltd.” payable at Gandhinagar (as per prescribed format given at Annexure-A) and must be submitted along with the covering letter.

Please affix the stamp of your company on the overleaf of demand draft.

Note: Failing to submit physical covers of EMD and Bid Processing Fees at GIL on or before the last date & time of submission as given in this bid, may lead to the rejection of the bid.

14. In case of non-receipt of Bid processing fees & EMD as mentioned above, the bid will be rejected by GIL as non-responsive.
15. Unsuccessful bidder's E.M.D. will be returned as promptly as possible after the expiration of the period of bid validity OR upon the successful Bidder signing the Contract, and furnishing the Performance Bank Guarantee as prescribed by GIL, whichever is earlier.
16. In exceptional circumstances, GIL may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. Bidder may refuse the request without forfeiting its E.M.D. A Bidder granting the request will not be permitted to modify its bid.
17. The Successful bidder has to submit Performance Bank Guarantee @ 10 % of total order value within 15 days from the date of issue of Purchase order **for the duration of contract period + extra 3 months** from any Nationalized Bank including the public sector bank or Private Sector Banks or Commercial Banks or Co-Operative Banks and Rural Banks (operating in India having branch at Ahmedabad/ Gandhinagar) as per the G.R. no. EMD/10/2018/18/DMO dated 16.04.2018 (http://www.gil.gujarat.gov.in/grs/DMO_2173_16_Apr_2018_714.pdf) issued by Finance Department or further instruction issued by Finance department time to time. The draft of Performance Bank Guarantee is attached herewith.
18. The Successful Bidder will have to sign the contract upon receiving the confirmed purchase order with the purchaser(s) within 15 working days from the date of confirmed purchase order. (The draft is attached herewith).
19. The successful Bidder's E.M.D. will be returned upon the Bidder signing the Contract, and furnishing the Performance Bank Guarantee and offer the material for inspection as per bid terms.
20. The E.M.D. may be forfeited at the discretion of GoG / GIL, on account of one or more of the following reasons:
- (a) If a Bidder withdraws its bid during the period of bid validity.
 - (b) If Bidder does not respond to requests for clarification of their Bid
 - (c) If Bidder fails to co-operate in the Bid evaluation process, and
 - (d) In case of a successful Bidder, if the Bidder fails:
 - (i) To sign the Contract as mentioned above or
 - (ii) To furnish performance bank guarantee as mentioned above or
 - (iii) If the bidder is found to be involved in fraudulent practices.

21. Termination for Default:

- 21.1. The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Bidder. The bidder will be given notice/cure period of 30 days after that purchaser will terminate the Contract in whole or part after:
- If the bidder fails to deliver any or all of the Goods as per the delivery schedule mentioned in the bid, or within any extension thereof granted by the Purchaser or
 - If the Bidder fails to perform any other obligation(s) under the Contract/Purchase order.
 - If the Bidder, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

“Corrupt practice” means the offering, giving, receiving or soliciting of anything of value of influence the action of a public official in the procurement process or in contract execution.

“Fraudulent practice : a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the purchaser, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the purchaser of the benefits of free and open competition;”

- 21.2. In the event the Purchaser terminates the Contract in whole or in part, pursuant to Clause above, the Purchaser may procure, upon such terms and in such manner, as it deems appropriate, Goods or Services similar to those undelivered, and the Bidder shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Bidder shall continue the performance of the contract to the extent not terminated.
- 21.3. In the eventuality of termination for non-fulfillment of the contractual obligations during the contract period, Directorate of Information, Govt. of Gujarat may ask successful bidder/contractor to take back the material without any compensation or pay the appropriate depreciated value of the good supplied deducting the installment/s and advance already paid. In this case, contractor cannot claim any damages or further payment for any services/ goods unpaid. The decision of Directorate of Information, Govt. of Gujarat would be final & binding to the bidder. In case of any dispute, jurisdiction will be Gandhinagar.

22. Price shall be inclusive of all freight, forwarding, transit insurance, installation, warranty and maintenance charges.

23. The prices shall strictly be submitted in the given format. Offered price should be inclusive of all applicable taxes and levies applicable such as Excise, Packing / Forwarding, Insurance etc for destination. Discount if offered, should not be mentioned separately & it should be included in offered price. Quoted prices shall be inclusive of all taxes except GST. The tax components like GST as applicable shall be mentioned separately in the respective columns.

24. **Late Bids:** The bidder will not be able to submit the bid after final bid submission date and time.

25. Modification and Withdrawal of Bids:

- The Bidder may modify or withdraw its bid before the due date of bid submission.
- No bid will be allowed to be modified subsequent to the final submission of bids.
- No bid will be allowed to be withdrawn in the interval between the deadline for submission of bids and the expiry of the bid validity. Withdrawal of a bid during this interval will result in the forfeiture of bidder's E.M.D.

26. Opening of Bid:

- Bids will be opened in the presence of Bidder's representatives, who choose to attend. The Bidder's representatives who are present shall sign a register/attendance sheet evidencing their attendance. The representative will be held responsible for all commitments made on behalf of the bidder and that will be considered valid for all further dealings related to this tender process.

In the absence of the bidder(s), the tender committee may choose to open the bids as per the prescribed schedule.

- 26.2. The Bidder's names, Bid modifications or withdrawals, discounts and the presence or absence of relevant E.M.D. and such other details as GIL/GoG officer(s) at their discretion, may consider appropriate, will be announced at the opening.

27. Evaluation of the Bids:

- 27.1. After the closing time of submission, GIL / GoG committee will verify the submission of Bid Processing Fees & EMD as per bid terms and conditions. The eligibility criteria evaluation will be carried out of the responsive bids. The technical bids of the bidders who are complying with all the eligibility criteria will be opened and evaluated next.
- 27.2. GIL may seek clarifications if required on eligibility & technical section or may ask Bidder(s) for additional information, demonstration of the solution / equipment, field testing of the equipments offered to check compatibility with the existing infrastructure, visit to Bidders site and/or arrange discussions with their professional, technical faculties or Users, to verify claims made in Un-Priced Bid documentation.
- 27.3. The financial bid of the technically qualified bidders will be opened and financially Lowest (L1) bidder will be identified based on the sum total of prices for all line items without tax with warranty and then called for further negotiations if required.
28. As per the provision in Electronics & IT/ITeS Start-up Policy Resolution No. ITS/10/2015/5284/IT dated 6th June, 2016 issued by Department of Science & Technology; in e-Governance project undertaken by Government Departments or its Boards, Corporations or parastatal bodies getting grants from the Government, the chosen solution provider or system integrator will pass on job work or will outsource part of the work of a value ranging between 5% to 10% of the contract value to the eligible start-ups and to students of shortlisted Technical Colleges in Gujarat. In such arrangements, the responsibility of meeting SLAs (Service Level Agreements) will continue to belong to the solution provider or the system integrator.

29. Award of Contract:

- 25.1 Award Criteria: The Criteria for selection will be the lowest effective cost for the technically qualified bids.
- 25.2 Contract will be valid for 3 years from the date of issuance of work order.
- 25.3 In case, the lowest bidder (L1) does not accept the award of contract or found to be involved in corrupt and/or fraudulent practices, the next lowest bidder i.e. L2 will be awarded the contract. In such scenario, the L2 bidder has to match the L1 Price and execute the project at the L1 Price for the entire contract duration.
- 26 The bidder will have to offer the inspection in the manner as decided by GIL before delivering to the respective sites or at customer sites. The cost of the same has to be borne by the supplier. Any deviation found in the specification of the produced goods or delivered goods after inspection from the tender specifications will lead to the cancellation of the order, forfeiture of EMD/PBG and prohibition in the participation in the future purchase of Government of Gujarat. GIL/GoG will not be responsible for any time delay which may arise due to any deviation from the bid technical specification found at the time of inspection and the bidder has to deliver and install the ordered goods within prescribed time limit.
- At the time of inspection, bidder is required to produce OEM's confirmation on OEM's Letter head with Sr. nos. of Equipment, Software supplied (if applicable) for back to back warranty support as per tender terms & conditions.
30. The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods arrival at Customer Site shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative prior to the Goods shipment.

31. **Delivery & Installation:** Supply, Installation, testing, commissioning and integration with existing setup as per the scope defined in RFP shall be completed within **60 working days** from the date of confirmed purchase order / site readiness. After completion of Acceptance Test, Data migration will be done in coordination with Directorate of Information.
32. In case of successful bidder is found to be in breach of any condition(s) of bid or supply order/work order, at any stage during the course of supply / installation or warranty period, the legal action as per rules/laws, shall be initiated against the successful bidder and EMD/PBG shall be forfeited, besides debarring and blacklisting the bidder concerned for the time period as decided by Govt., for further dealings with GoG.
33. Bid validity will be of **180 days after the date of financial bid opening**. A bid valid for shorter period shall be rejected as non-responsive. **If required, GIL may extend the bid validity for further period from the date of expiry of bid validity in consultation with the successful bidder.**
34. The successful Bidder will be required to co-ordinate with software vendor and/or do liaisoning with other service provider to achieve the end-to-end Scope of work.
35. **Warranty:**
- 35.1. Comprehensive onsite warranty for 3 years from the date of completion of FAT. The system will be considered as installed and accepted only after acceptance test clearance. Directorate of Information will carry out mutually agreed Acceptance tests. 3-year Comprehensive warranty and technical support must be provided by the bidder.
- 35.2. If any equipment gives continuous trouble, say more than 3 times in one month during the warranty period, the bidder shall replace the same with new equipment without any additional cost to the purchaser.
- 35.3. **Maintenance Service:** Free maintenance services shall be provided by the Bidder during the period of warranty.
- 35.4. In case, bidder is not providing satisfactory support & doing unwarranted delay in providing warranty support, Government offices reserves right to repair the equipment at risk & cost of the bidder.
- 35.5. Bidder must ensure that the warranty support & service should be available up to delivery locations to provide repairing cum replacement services of faulty equipments within 48 hrs. Bidder is required to provide the name & address & contact details of the firm for providing warranty support & repairing cum replacement service up to delivery locations.

36. **Penalty Clause**

36.1. **Penalties for delay in delivery and installation:**

- a) If the bidder fails to deliver and install the requisite hardware and software within 60 working days from the date of issuance of purchase order, then a sum equivalent to two percent (2 %) of the value of the undelivered / uninstalled equipment i.e. due for delivery & installation as per given schedule will be deducted from the payment for each calendar week of delay or part thereof.
- b) The amount of penalties for delay in delivery and installation shall be subject to a maximum limit of 10% of the total contract value.
- c) Delay in excess of 8 weeks (after due date of delivery and installation) will be sufficient to cause for termination of the contract. In that case, the Performance Bank Guarantee of the bidder will be forfeited.
- d) In case the selected bidder does not supply the ordered items for any reason, then the bidder will be liable to pay the difference in amount, to the purchaser, over and above the Performance Guarantee, which indenter departments\Boards\Corporations have to pay to the next or other selected bidder for purpose of the said items.

36.2. Operational Maintenance / Warranty period Penalties:

- a) During maintenance / warranty period, if the complaint is not resolved within 48 hrs from the time of reporting of complaint, the penalty of Rs. 2,000 per day will be levied for the items/services supplied. However, if the complaints are not resolved within 7 days then from 8th day till 14th day, the penalty would be levied at Rs. 3,000 per day and from 15th day onwards the penalty at Rs. 4,000 per day would be levied. The amount of penalty will be recovered from the Performance bank guarantee during warranty period.
 - b) The amount of maintenance / Warranty period Penalty shall be subject to a maximum limit of 10% of the total contract value.
 - c) Successful bidder should submit the Performance Bank Guarantee @ 10% of total order value for the duration of warranty period + extra 3 months as per bid requirements. In any case, bidder is required to maintain 10% PBG at all time during the period of contract. In case of any penalty claimed from the submitted PBG during the contract period, the successful bidder is required to submit the additional PBG of the amount equal to the penalty claimed for the duration up to the validity of original Bank Guarantee. For example, "X" amount of penalty will be claimed during the 5th month of contract period, then bidder is required to submit the additional PBG of "X" amount for the period of 34 months i.e. 39 months - 5 months.
37. **Payment:** Payment for Goods and Services shall be made by Purchasing Department in Indian Rupees as follows:
- 37.1. No advance payment will be made.
 - 37.2. 80% payment after successful delivery, inspection and installation of the ordered goods. The inspection will be done by Purchaser/GIL. Further, bidder is responsible for delivery of goods at end location/site without any additional cost to purchaser.
 - 37.3. Remaining 20% payment will be made after completion of FAT and training.
Training: Minimum of five days on site operational and configuration training to Directorate of Information Engineers must be provided by the successful bidder. Training after Installation, Commissioning and FAT.
38. The quantity mentioned in the bid are estimated based on the receipt of the requirement from Indenting Department. The quantities may decrease or increase up to 50% of the bid quantity within the period of the bid validity, depending upon the change in the requirements/grants available with the purchaser(s), which shall be binding to the bidder.
39. **Limitation of Vendor's Liability:** Vendor's cumulative liability for its obligations under the contract shall not exceed the contract value and the vendor shall not be liable for incidental, consequential, or indirect damages including loss of profit or saving.
40. GIL reserves the right to change any bid condition of any item even after inviting the bids, with/without prior notification.
41. GoG / GIL's Right to accept any Bid and to reject any or all Bids: GoG / GIL reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to awarding the Contracts, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for such decision.
42. All correction/addition/deletion shall require authorized countersign.
43. Force Majeure Shall mean and be limited to the following:
- a) Fire, explosion, cyclone, earthquake, flood, tempest, lightning or other natural physical disaster;
 - b) War / hostilities, revolution, acts of public enemies, blockage or embargo;

- c) Any law, order, Riot or Civil commotion, proclamation, ordinance, demand or requirements of any Government or authority or representative of any such Government including restrictive trade practices or regulations;
- d) Strikes, shutdowns or labor disputes which are not instigated for the purpose of avoiding obligations herein, or;
- e) Restrictions imposed by the Government or other statutory bodies which prevents or delays the execution of the order;
- f) Any other circumstances beyond the control of the party affected;

The BIDDER shall intimate Purchaser by a registered letter duly certified by the local statutory authorities, the beginning and end of the above causes of delay within seven (7) days of the occurrence and cessation of such Force Majeure Conditions. In the event of delay lasting over two months, if arising out of causes of Force Majeure, Purchaser reserves the right to cancel the order.

Delivery & Installation period may be extended due to circumstances relating to Force Majeure by the Purchaser. Bidder shall not claim any further extension for delivery & installation or completion of work. Purchase / GoG shall not be liable to pay extra costs under any circumstances.

The BIDDER shall categorically specify the extent of Force Majeure conditions prevalent in their works at the time of submitting their bid and whether the same have been taken into consideration or not in their quotations. In the event of any Force Majeure cause, the BIDDER shall not be liable for delays in performing their obligations under this order and the delivery dates can be extended to the BIDDER without being subject to price reduction for delayed deliverables, as stated elsewhere.

It will be prerogative of Purchaser / GoG to take the decision on force major conditions and Purchaser decision will be binding to the bidder.

44. **Pre-bid Clarifications:** The Clarifications related to this RFP, if any, should be submitted in writing to GIL at least 1 day before pre-bid meeting date & time. Thereafter the clarifications received from the vendors will not be entertained.

Your bid should be submitted on website <https://gil.nprocure.com> on or before **15:00 Hours, 22.01.2020**.

Proposals after due time period will not be accepted.

The Technical Bids will be opened on **22.01.2020 at 17:00 Hours at GIL, Block No. 2, 2nd Floor, Karmayogi Bhavan, Sector 10-A, Gandhinagar** in the presence of the committee members and representatives of the bidders, who have submitted valid bids. Only one representative from each bidder will be allowed to attend the tender opening. The representative will be held responsible for all commitments made on behalf of the bidder and that will be considered valid for all further dealings related to this tender process.

Please address all queries and correspondence to

Shri Vivek Upadhyay, DGM (Tech.),
Gujarat Informatics Limited

Block No. 2, 2nd Floor, Karmayogu Bhavan, Gandhinagar - 382010

Phone No. 079-23259239, Fax No. 079-23238925,

E-mail: viveku@gujarat.gov.in; vipulp@gujarat.gov.in

Fax / Email should be followed by post confirmation copy.

SECTION 4

Technical Specifications

Sr. No.	Item	Matched/ Not Matched	Remarks (If any)
Item No. 1: 320 TB High Performance Storage Infrastructure			
1	19" Rack-mountable storage with 19" Rack-mountable Expansion Enclosure.		
	Storage with Dual redundant Hot-Swappable RAID Controllers.		
	16 GB cache memory per controller (Total 32 GB). Upgradable up to 64 GB. Should have cache backup facility like Super capacitor + Flash module or equivalent.		
	Ports 4x 10 GbE SFP+ Ports 8x 1 GbE iSCSI RJ-45 ports 2x 12 Gb/s SAS Expansion ports.		
	Optional Facility for additional ports using Host board. Host board Should support 8/16 Gb/s FC ports, 10 GbE SFP+/RJ-45 ports, 25 GbE, 40 GbE ports.		
	Should support up to 400 HDDs using additional Expansion enclosure.		
	RAID Support : RAID 0, 1, 5, 6, 10, 50, 60		
	RAID Functionality: - Online expansion by adding new drives. - Online expansion by copying and replacing drives with higher capacity drives. - RAID migration. - Configurable strip size and write policy per system.		
	Should support FC, iSCSI and SAS block level Protocol		
	Data Services: - Thin Provisioning. - Snapshot (minimum 64). - Local Replication by Volume copy/mirror. Optional features (Not required currently) - SSD caching. - Automated Storage Tiering. - Remote replication.		
	Redundant hot swappable HDDs, Redundant hot swappable RAID controller, Redundant hot swappable Power supply.		
	Should support various event notifications like email and SNMP Trap. Should have Module Status LED indicators.		
	Web-based management utility should be provided.		
Expansion enclosure should have redundant controller and redundant power supply. 4x 12 Gb/s SAS ports (2 per controller) 2x SAS Cables for Connection with Storage Box.			

	Total 40x 8 TB NL-SAS 7200 RPM 12 Gb/s Hard Disk Drives (Total 320 TB RAW capacity).		
	Storage Brand / Model must be compatible or tested by SAN Management Software		

Sr. No.	Item	Matched/ Not Matched	Remarks (If any)
Item No. 2: SAN Management Software			
2	SAN Management Software with capacity based license supporting usable storage space of above Storage.		
	It should support unlimited LAN Clients (Simultaneous block level access of Storage through MDC)		
	It should support Unlimited SAN clients (Direct block level access of Storage over 10G interface)		
	All LAN or SAN clients should be able to write on same volume simultaneously.		
	Native Support for Active Directory.		
	It should have integrated automatic defragmentation engine.		
	License must be perpetual with total 3 years support. During 3 years all upgrade to latest version must be provided free of cost.		

Sr. No.	Item	Matched/ Not Matched	Remarks (If any)
Item No. 3: Network Infrastructure (Ethernet Switches)			
3.1	24 Port 1G Layer 3 Switch - 24 Port 1 Gbps ports - Four 10 GbE enabled Ports. Switch must support Jumbo frame.		
3.2	16 port 10G Layer 3 Switch - Minimum Sixteen 10G ports out of which minimum eight ports should be SFP+ ports. - All 10G ports should be backward compatible to 1G. It should have management port. Support of VLANs, port trunking/link aggregation, Jumbo Frame.		

Sr. No.	Item	Matched/ Not Matched	Remarks (If any)
Item No. 4: Server for SAN Management software and MAM Database / Application			
4	19" Rack-mountable Server with redundant hot-swappable SMPS.		
	Dual Xeon Scalable CPUs, Each CPU must have minimum 12 cores and 2.2 GHz base frequency.		
	128 GB DDR4 ECC Registered RAM		
	960 GB high speed SSD or M.2 for OS		
	2x 4 TB Enterprise class SATA HDDs for local storage.		
	Windows Server OS latest version compatible to MAM Software. SQL Server Compatible to MAM Software.		

	Ports Minimum 2x 1G Ports. Minimum 2x 10 GbE Ports. 2x USB 3.0 & 2x USB 2.0 Ports. Integrated Graphics Port.		
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Sr. No.	Item	Matched/ Not Matched	Remarks (If any)
Item No. 5: NLE Workstation for Video Editing			
5	Intel Core i9 X-Series processor Minimum 10 cores and 3.5 GHz Base Frequency.		
	Workstation class motherboard with Intel X299 Chipset.		
	64 GB DDR4 RAM		
	Nvidia Quadro RTX4000 or better Graphics card		
	960 GB High Speed SSD for OS. 2 TB Enterprise class SATA for local Data.		
	Two 27" Monitors for Dual Display editing IPS Panel. Full HD 1920x1080 resolution. Should have color Gamut sRGB 99%. Should have ultra-thin bezel for side by side dual monitor editing experience.		
	Ports Minimum two 1 GbE RJ-45 Ports and one 10 GbE RJ-45 port. Integrated HD Audio. 2x USB 3.0 & 2x USB 2.0 Ports.		
	USB Keyboard and USB Mouse.		
	Professional Desktop Audio Monitor Two-way Desktop reference speaker. Low Frequency Driver: 3". High Frequency Driver: 1". Minimum 10 watts per channel. Frequency response: 80 HZ to 20 KHz. Input: L/R RCA Input and 1/8" aux input.		
	Video I/O Ports IEEE 1394 Firewire card for capture & Tape Out to DVCAM/DV formats.		
	External USB 3.0 Video I/O Device HDMI In/Out Port. Analog Component Video In/Out Analog S-video In/Out Analog Composite Video In/Out Analog L/R Audio In/Out.		
	Windows 10 or Latest OS Recommended by Adobe Software suite.		
Workstation class cabinet with proper cooling and with minimum 750W SMPS.			

Sr.	Item	Matched/ Not Matched	Remarks
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No.			(If any)
Item No. 6: Editing Software Suite			
6	Adobe Creative Cloud for teams all application with 3 years Subscription for NLE systems. During 3 years all upgrade to latest version must be provided free of cost.		

Sr. No.	Item	Matched/ Not Matched	Remarks (If any)
Item No. 7: Archival Server			
7	19" Rack-mountable Server with redundant hot-swappable SMPS.		
	Single Xeon Scalable CPU CPU should have minimum 10 cores and 2.2 GHz base frequency.		
	32 GB DDR4 ECC Registered RAM		
	960 GB high speed SSD or M.2 for OS		
	6 TB Enterprise class SATA HDD for local storage.		
	Windows Server OS latest version compatible to HSM Software.		
	Ports Minimum 2x 1G Ports. Minimum 2x 10 GbE Ports. 2x USB 3.0 & 2x USB 2.0 Ports. Integrated Graphics Port.		
	Dual Port SAS Card with Cables for connection with LTO Tape Library.		

Sr. No.	Item	Matched/ Not Matched	Remarks (If any)
Item No. 8: Tape Library for Archival			
8	19" Rack-Mountable Tape Library. Minimum 24x cartridge Slots. 2x LTO-8 Drives with SAS Interface. 24x LTO-8 Media with barcode Sticker. 2x Cleaning Cartridges. Must have in-built Bar-Code reader.		

Sr. No.	Item	Matched/ Not Matched	Remarks (If any)
Item No. 9: Software Support and other services			
9.1	3 Years Software support subscription for Existing MAM (eMAM Vault) and HSM (Atempo ADA) Software. During 3 years all upgrade to latest version must be provided free of cost.		
9.2	Services for migrating data from Existing Tape library to New Tape Library.		
9.3	Services for migrating Existing eMAM Valult MAM database, Proxy Files and application from existing MAM Server to new MAM Server.		
9.4	Services for migrating Existing Atempo ADA (HSM) database and application from existing Archival Server to new Archival Server.		

9.6	Services for Cable laying of New Setup.		
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Sr. No.	Item	Matched/ Not Matched	Remarks (If any)
Item No. 10: Rack, KVM, Cables and other accessories			
10.1	19" Rack 32U Rack Rack for Installing Storage Boxes, MAM/SAN Server, Archival Server, Tape Library, Network switches and KVM console. 19" Rack must have enough Power strips with Universal 5A sockets for all equipment. It should have cable manager for proper cable routing.		
10.2	17" LCD KVM Console. 19" rack mountable integrated 17" LCD KVM Console with keyboard and mouse/touchpad. It should be able to connect 04 computers. Supply required cables and accessories for connection with 04 computers.		
10.3	Cables: Three 10 GBase-T RJ-45 cables 35 Meters each. Two 10 GBase-T RJ-45 cables 50 Meters each. One 10 GBase-T RJ-45 cable 10 Meters. One 10 G SFP+ cable 10 Meters. Eight 10G SFP+ cables 3 Meters each. 300 Meter CAT6 Gigabit cable with 100 CAT6 connectors. Any other cables to complete workflow and connectivity with existing setup. Interconnection between new and existing setup should be done in such a way that all systems of new setup can access old storage and all systems of old setup can access new storage		
10.4	UPS One 7.5 KVA On-line UPS with Isolation Transformer. - VRLA type sealed maintenance free Batteries for 1 Hour backup. - Single phase Input/output. Three 1 KVA UPS with In-built batteries with 15 minutes backup for NLE Workstations.		

Sr. No.	Item	Matched/ Not Matched	Remarks (If any)
Item No. 11: Other Services & Warranty			
11	On-site delivery, Installation, Training and 3 years on-site warranty and Technical support.		

Sr. No.	Item	Matched/ Not Matched	Remarks (If any)
Item No. 12: Extended CAMC			
11	4 th to 6 th Year (3 Years) on site CAMC which includes comprehensive hardware AMC & all software support subscription.		

SECTION 5

FINANCIAL BID FORMAT

Table A

Sr. No	Item	Unit	Qty(In No.)	Unit Price with 3 Year Warranty (In Rs. Without tax)	Total Price with 3 Year Warranty (In Rs. Without tax)	Rate of GST (%)
A	B	C	D	E	F= D*E	G
1	320 TB Storage Infrastructure	Set	1			
2	SAN Management Software	Set	1			
3.a	24 Port 1G Layer 3 Network Switch	No.	1			
3.b	16 port 10G Layer 3 Network Switch	No.	1			
4	Server for SAN/MAM Application	No.	1			
5	NLE Workstation	Set	3			
6	Adobe Editing Software suite	No.	3			
7	Archival Server	No.	1			
8	Tape Library with Media	Set	1			
9	Software and Other Services	Set	1			
10.a	19" Rack with accessories	Set	1			
10.b	19" Rack-mountable 17" LCD KVM console	Set	1			
10.c	Cables: 10G RJ-45, 10G SFP+, 1G cables and all other required cables as mentioned in RFP.	Set	1			
10.d	7.5 KVA On-line UPS with Isolation Transformer	No.	1			
10.e	VRLA type sealed maintenance free Batteries (for above UPS) for 1 Hour backup	Set	1			
10.f	1 KVA UPS with In-built batteries with 15 minutes backup for NLE Workstations.	No.	3			
11	On-site delivery, Installation, Training and 3 years on-site warranty and Technical support.	Set	1			
Total						

Table B

Sr. No	Item	Unit	Qty (In No.)	CAMC Price (In Rs. Without tax)	Total CAMC Price (In Rs. Without tax)	Rate of GST (%)
A	B	C	D	E	F= D*E	G
1	4 th Year on site CAMC for all hardware and all software support subscription as per the Scope of Work.	Set	1			
2	5 th Year on site CAMC for all hardware and all software support subscription as per the Scope of Work.	Set	1			
3	6 th Year on site CAMC for all hardware and all software support subscription as per the Scope of Work.	Set	1			

Note:

- L1 will be the lowest sum total of Price without Tax of Table A.
- The Bidder shall explicitly mention the applicable rate of GST.
- **Bidder will also have to quote the rates of CAMC for 4th to 6th Year (3 Year). These price will not be considered for deriving L1 bidder. Department will issue the necessary work order for 3 years CAMC at the time of completion of initial 3 years of warranty period. The payment during CAMC period will be done yearly in advance during each year against the submission of PBG.**

SECTION 6

Formats and Annexure:

Bid Processing Fees & Earnest Money Deposit Details

Sr. No.	Item	Amount (In Rs.)	Name of the Bank & Branch	Demand Draft No.
1	Bid Processing Fees			
2	Earnest Money Deposit (E.M.D.)			

ELIGIBILITY CRITERIA

Form No. E1: Financial strength of the bidder

Financial Year	Turnover (Rs. In Crores)	Audited Accounts uploaded? (Yes/No)
2016-17		
2017-18		
2018-19		
Grand Total		

Note: Please fill this form and upload the Audited Annual Accounts / Balance Sheet along with Profit & Loss Account for the last three financial years.

Form No. E2: Office in GUJARAT

Sr. No.	Address	Contact Person	Contact Nos.	Type of supporting document attached
1				
2				

Note: You may mention more than one office (if applicable) by adding multiple rows which may be added by "NUMBER OF ROWS TO ADD".

Form No. E3: Authorization Letters

Item	Make & Model	Name of OEM	Authorization letter Submitted? (Yes/No)
320 TB Storage Infrastructure			
SAN Management Software			
24 Port 1G Layer 3 Network Switch			
16 port 10G Layer 3 Network Switch			
Server for SAN/MAM Application			
Archival Server			
Tape Library			

Note: Please fill this form and upload the OEM Authorization Letter in scanned format.

SECTION 6

Performa of Compliance letter/Authenticity of Information Provided

(On Nonjudicial Stamp paper of Rs. 100/- duly attested by the First class Magistrate/Notary Public)

Date:

To,
DGM (Tech.)
Gujarat Informatics Ltd.
Block No. 2, 2nd Floor, Karmayogi Bhavan,
Sector-10 A, Gandhinagar 382 010
Gujarat, India

Sub: Compliance with the tender terms and conditions, specifications and Eligibility Criteria

Ref: Bid for Selection of an Agency for Establishing of Central Storage Systems for NLE & Video Archival Library on behalf of Directorate of Information, Government of Gujarat. (Tender No. HWT241219599)

Dear Sir,

With reference to above referred tender, I, undersigned <<Name of Signatory>>, in the capacity of <<Designation of Signatory>>, is authorized to give the undertaking on behalf of <<Name of the bidder>>.

We wish to inform you that we have read and understood the technical specification and total requirement of the above mentioned bid submitted by us on **DD.MM.YYYY**.

We hereby confirm that all our quoted items meet or exceed the requirement and are absolutely compliant with specifications mentioned in the bid document.

We also explicitly understand that all quoted items meet technical specification of the bid & that such technical specification overrides the brochures/standard literature if the same contradicts or is absent in brochures.

In case of breach of any tender terms and conditions or deviation from bid specification other than already specified as mentioned above, the decision of GIL Tender Committee for disqualification will be accepted by us.

The Information provided in our submitted bid is correct. In case any information provided by us are found to be false or incorrect, you have the right to reject our bid at any stage including forfeiture of our EMD/PBG/cancel the award of the contract. In this event, GIL reserves the right to take legal action on us.

Thanking you,

Dated this _____ day of _____ YYYY

Signature: _____

(In the Capacity of) : _____

Duly authorized to sign bid for and on behalf of

Note: This form should be signed by an authorized signatory of the bidder

Annexure A

Format of Earnest Money Deposit in the form of Bank Guarantee

Ref: Bank Guarantee No.
Date:

To,
DGM (Technical)
Gujarat Informatics Limited
Block No. 2, 2nd Floor, Karmayogi Bhavan,
Sector-10 A, Gandhinagar 382 010
Gujarat, India

Whereas ----- (here in after called "the Bidder") has submitted its bid dated ----- in response to the Tender no: **HWT241219599** for Selection of an Agency for Establishing of Central Storage Systems for NLE & Video Archival Library on behalf of Directorate of Information, Government of Gujarat KNOW ALL MEN by these presents that WE ----- having our registered office at ----- (hereinafter called "the Bank") are bound unto the Gujarat Informatics Limited in the sum of ----- for which payment well and truly to be made to Gujarat Informatics Limited, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this --- day of ----- YYYY.

THE CONDITIONS of this obligation are:

1. The E.M.D. may be forfeited:
 - a. if a Bidder withdraws its bid during the period of bid validity
 - b. Does not accept the correction of errors made in the tender document;
 - c. In case of a successful Bidder, if the Bidder fails:
 - (i) To sign the Contract as mentioned above within the time limit stipulated by purchaser or
 - (ii) To furnish performance bank guarantee as mentioned above or
 - (iii) If the bidder is found to be involved in fraudulent practices.
 - (iv) If the successful bidder fails to submit the Performance Bank Guarantee & sign the Contract Form within the prescribed time limit, the EMD of the successful bidder will be forfeited. GIL also reserves the right to blacklist such bidder from participating in future tenders if sufficient cause exists.

We undertake to pay to the GIL/Purchaser up to the above amount upon receipt of its first written demand, without GIL/ Purchaser having to substantiate its demand, provided that in its demand GIL/ Purchaser will specify that the amount claimed by it is due to it owing to the occurrence of any of the abovementioned conditions, specifying the occurred condition or conditions.

This guarantee will remain valid up to 9 months from the last date of bid submission. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the OWNER/PURCHASER and further agrees that if this guarantee is extended for a period as mutually agreed between bidder & owner/purchaser, the guarantee shall be valid for a period so extended provided that a written request for such extension is received before the expiry of validity of guarantee.

The Bank shall not be released of its obligations under these presents by any exercise by the OWNER / PURCHASER of its liability with reference to the matters aforesaid or any of them or by reason or any other acts of omission or commission on the part of the OWNER/PURCHASER or any other indulgence shown by the OWNER/PURCHASER or by any other matter or things.

The Bank also agree that the OWNER/PURCHASER at its option shall be entitled to enforce this Guarantee against the Bank as a Principal Debtor, in the first instance without proceeding against the SELLER and not withstanding any security or other guarantee that the OWNER/PURCHASER may have in relation to the SELLER's liabilities.

Dated at _____ on this _____ day of _____ YYYY.

Signed and delivered by

For & on Behalf of

Name of the Bank & Branch & Its official Address

Approved Bank: All Nationalized Bank including the public sector bank or Private Sector Banks or Commercial Banks or Co-Operative & Rural Banks (operating in India having branch at Ahmedabad/ Gandhinagar) as per the G.R. no. EMD/10/2018/18/DMO dated 16.04.2018 (http://www.gil.gujarat.gov.in/grs/DMO_2173_16_Apr_2018_714.pdf) issued by the Finance Department or further instruction issued by Finance department time to time.

SECTION 7

Performance Bank Guarantee

(To be stamped in accordance with Stamp Act)

Ref:

Bank Guarantee No.

Date:

To

Name & Address of the Purchaser/Indenter

Dear Sir,

In consideration of Name & Address of the Purchaser/Indenter, Government of Gujarat, Gandhinagar (hereinafter referred to as the OWNER/PURCHASER which expression shall unless repugnant to the context or meaning thereof include successors, administrators and assigns) having awarded to M/shaving Principal Office at (Hereinafter referred to as the "SELLER" which expression shall unless repugnant to the context or meaning thereof include their respective successors, administrators, executors and assigns) the supply of _____ by issue of Purchase Order No..... Dated issued by <<GoG Department>> for and on behalf of the OWNER/PURCHASER and the same having been accepted by the SELLER resulting into CONTRACT for supplies of materials/equipments as mentioned in the said purchase order and the SELLER having agreed to provide a Contract Performance and Warranty Guarantee for faithful performance of the aforementioned contract and warranty quality to the OWNER/PURCHASER, _____ having Head Office at (hereinafter referred to as the 'Bank' which expressly shall, unless repugnant to the context or meaning thereof include successors, administrators, executors and assigns) do hereby guarantee to undertake to pay the sum of Rs. _____ (Rupees _____) to the OWNER/PURCHASER on demand at any time up to _____ without a reference to the SELLER. Any such demand made by the OWNER/PURCHASER on the Bank shall be conclusive and binding notwithstanding any difference between Tribunals, Arbitrator or any other authority.

The Bank undertakes not to revoke this guarantee during its currency without previous consent of the OWNER/PURCHASER and further agrees that the guarantee herein contained shall continue to be enforceable till the OWNER/PURCHASER discharges this guarantee. OWNER/PURCHASER shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee from time to time to extend the time for performance by the SELLER of the aforementioned CONTRACT. The OWNER/ PURCHASER shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the SELLER, and to exercise the same at any time in any manner, and either to enforce to forebear to enforce any covenants contained or implied, in the aforementioned CONTRACT between the OWNER/PURCHASER and the SELLER or any other course of or remedy or security available to the OWNER/PURCHASER.

The Bank shall not be released of its obligations under these presents by any exercise by the OWNER/PURCHASER of its liability with reference to the matters aforesaid or any of them or by reason or any other acts of omission or commission on the part of the OWNER/PURCHASER or any other indulgence shown by the OWNER/PURCHASER or by any other matter or things.

The Bank also agree that the OWNER/PURCHASER at its option shall be entitled to enforce this Guarantee against the Bank as a Principal Debtor, in the first instance without proceeding against the SELLER and not withstanding any security or other guarantee that the OWNER/PURCHASER may have in relation to the Seller's liabilities.

Notwithstanding anything contained herein above our liability under this Guarantee is restricted to Rs. _____ (Rupees _____) and it shall remain in force up to and including _____ and shall be extended from time to time for such period as may be desired by the SELLER on whose behalf this guarantee has been given.

Dated at _____ on this _____ day of _____ YYYY.

Signed and delivered by

For & on Behalf of
Name of the Bank & Branch &
Its official Address

List of approved Banks

Approved Bank: All Nationalized Bank including the public sector bank or Private Sector Banks or Commercial Banks or Co-Operative & Rural Banks (operating in India having branch at Ahmedabad/ Gandhinagar) as per the G.R. no. EMD/10/2018/18/DMO dated 16.04.2018 (http://www.gil.gujarat.gov.in/grs/DMO_2173_16_Apr_2018_714.pdf) issued by the Finance Department or further instruction issued by Finance department time to time.

PERFORMA OF CONTRACT FORM

THIS AGREEMENT made the _____ day of _____, YYYY ____ Between _____ (*Name of purchaser*) of _____ (*Country of Purchaser*) hereinafter "the Purchaser" of the one part and _____ (*Name of Supplier*) of _____ (*City and Country of Supplier*) hereinafter called "the Supplier" of the other part :

WHEREAS the Purchaser is desirous that certain Goods and ancillary services viz., _____ (*Brief Description of Goods and Services*) and has accepted a bid by the Supplier for the supply of those goods and services in the sum of _____ (*Contract Price in Words and Figures*) hereinafter called "the Contract Price in Words and Figures" hereinafter called "the Contract Price."

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1 In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
- 2 The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - 2.1 the Bid documents along with its pre-bid responses, amendments etc. published by GIL and the Price submitted by the Bidder;
 - 2.2 terms and conditions of the bid
 - 2.3 the Purchaser's Notification of Award
- 3 In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
- 4 The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
- 5 Particulars of the goods and services which shall be supplied / provided by the Supplier are as enlisted in the enclosed annexure:

TOTAL VALUE:

DELIVERY SCHEDULE:

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the

Said _____ (For the Purchaser)

In the presence of _____

Signed, Sealed and Delivered by the

Said _____ (For the Supplier)

In the presence of _____

*****END*****